

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	MB Docket No. 16-357
	)	
Entercom License, LLC	)	Facility ID No. 65483
Applications for Renewal of License for	)	File Nos. BRH-20050728AUU and
Station KDND(FM), Sacramento, California	)	BRH-20130730ANM

To: Marlene H. Dortch, Secretary  
Attn: Chief Administrative Law Judge Richard L. Sippel

**Joint Motion for Approval of Settlement Agreement Pursuant to Section 73.3588**

Entercom License, LLC (“Entercom”) and Media Action Center and Sue Wilson (collectively “MAC”), by their attorneys and pursuant to Section 73.3588, hereby request that the Presiding Judge: approve the Settlement Agreement (“Agreement”) attached as Exhibit 1 hereto; dismiss with prejudice MAC’s Petition to Deny and Petition to Enlarge; and grant Entercom’s Motion to Dismiss Renewal Applications and Terminate Hearing. Approval of the Agreement in conjunction with these other actions will constitute resolution of this dispute between Entercom and MAC. The Enforcement Bureau (“Bureau”) received a copy of the proposed Agreement on February 15, 2017. The Bureau took no part in negotiating the settlement. The Bureau has authorized Entercom and MAC to represent to the Presiding Judge that the Bureau does not oppose Entercom and MAC’s proposed agreement.

Upon approval of the Agreement, Entercom will reimburse MAC for its legitimate and prudent expenses. No other compensation will be provided and no other agreements, oral or otherwise, exist relating to the dismissal of the Petitions.

The Parties to this Joint Motion have executed declarations stating: MAC has not received nor will receive any money or other consideration in excess of legitimate and prudent expenses in exchange for the dismissal of the Petition to Deny and Petition to Enlarge; (ii) the exact nature and amount of any consideration received by or promised to MAC, that being an

amount less than forty thousand dollars (\$40,000); (iii) an itemized accounting of the expenses for which MAC seeks reimbursement; and (iv) a statement that there is no oral agreement related to the dismissal of the Petition to Deny and Petition to Enlarge; (v) neither Entercom nor its principals has paid or will pay money or other consideration in excess of the legitimate and prudent expenses of MAC in exchange for dismissing the Petition to Deny and Petition to Enlarge; and (vi) a statement that there is no oral agreement related to the dismissal of the Petition to Deny and Petition to Enlarge.

Grant of this Joint Motion will serve the public interest in that it will speed the resolution of, and bring finality to, the disputes between Entercom and MAC, including the issues raised by MAC in connection with the Applications, the Petition to Deny, the Hearing, and the Petition to Enlarge without the need for the expenditure of additional time and resources of the Parties and the Commission.

Wherefore, in consideration of the above, it is respectfully requested that the Presiding Judge approve the Agreement, dismiss on the merits MAC's Petition to Deny and Petition to Enlarge, and grant Entercom's Motion to Dismiss Renewal Applications and Terminate Hearing.

Respectfully submitted,

**MEDIA ACTION CENTER  
AND SUE WILSON**

**ENTERCOM LICENSE, LLC**

By: /s/ Michael Couzens  
Michael Couzens  
MICHAEL COUZENS LAW OFFICE  
6536 Telegraph Avenue, Suite B201  
Oakland, CA 94609  
510.658.7654

By: /s/ David H. Solomon  
David H. Solomon  
Robert G. Kirk  
J. Wade Lindsay  
WILKINSON BARKER KNAUER, LLP  
1800 M Street, NW, Suite 800N  
Washington, DC 20036  
202.783.4141

Steven A. Lerman  
LERMAN SENTER, PLLC  
2001 L Street, NW, Suite 400  
Washington, DC 20036  
202.429.8970

Jane E. Mago  
Special Counsel  
ENTERCOM COMMUNICATIONS CORP.  
4154 Cortland Way  
Naples, FL 34119  
703.861.0286

February 22, 2017

*Their Attorneys*

## **SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** ("Agreement") is entered into as of the 14 day of February, 2017 (the "Effective Date"), by and between **ENTERCOM LICENSE, LLC** ("Entercom"), an FCC broadcast licensee whose renewal applications for FM Station KDND, Sacramento, California, Facility ID No. 65483 ("Station KDND") were designated for hearing, and **MEDIA ACTION CENTER**, a non-profit project fiscally sponsored by the Media Alliance, a non-profit organization under Section 501(c)(3) of the U.S. Internal Revenue Code, and **SUE WILSON** ("Wilson") (collectively "MAC"). (Entercom and MAC may each be referred to individually as a "Party" and collectively, the "Parties").

### **RECITALS**

**WHEREAS**, Entercom filed with the Federal Communications Commission ("FCC") applications for renewal of the license for Station KDND, File Nos. BRH-20050728AUU and BRH-20130730ANM (the "Applications").

**WHEREAS**, MAC filed a Petition to Deny one of the Applications, which petition the Commission granted in part.

**WHEREAS**, the FCC designated the Applications for hearing before the Chief Administrative Law Judge ("ALJ"), MB Docket No. 16-357 (the "Hearing").

**WHEREAS**, MAC entered their appearance and have participated actively as parties in the hearing.

**WHEREAS**, MAC filed with the ALJ a petition to enlarge the issues in connection with the Hearing (the "Petition to Enlarge"), which is pending before the ALJ.

**WHEREAS**, on February 8, 2017, Entercom permanently discontinued operation on Station KDND and forwarded its KDND station license and other KDND instruments of authorization to the Audio Services Division of the Media Bureau for cancellation.

**WHEREAS**, on February 8, 2017, Entercom filed a motion with the ALJ to dismiss the Applications and terminate the Hearing.

**WHEREAS**, MAC approached Entercom to explore settlement.

**WHEREAS**, the Parties believe that a settlement upon the terms set forth in this Agreement will serve the public interest in that it will speed the resolution of, and bring finality to, the disputes between them, including the issues raised by MAC in connection with the Applications, the Petition to Deny, the Hearing, and the Petition to Enlarge without the need for the expenditure of additional time and resources of the Parties and the Commission.



**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, conditions, representations and warranties contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1. **ALJ Consent.** This Agreement is entered into subject to approval by the ALJ, and shall be void unless the ALJ approves it. The Parties shall in good faith pursue approval of the Agreement by the ALJ and shall cooperate fully with each other and take whatever additional action is necessary or appropriate to obtain ALJ approval of, and to effectuate, the understandings contemplated by this Agreement. Neither Party shall take any action adverse to this Agreement. Should the ALJ refuse to approve this Agreement, then the Parties hereby agree that they will immediately make good faith efforts to resolve each ALJ objection in order to obtain ALJ approval.

2. **Joint Motion for Approval of Agreement.** The Parties hereby agree to file with the ALJ, within five (5) Business Days of the effective date of this Agreement, a Joint Motion seeking ALJ approval of the Agreement, dismissal with prejudice of MAC's Petition to Deny and Petition to Enlarge, and grant of Entercom's Motion to Dismiss Renewal Applications and Terminate Hearing (the "Joint Motion"). The Joint Motion shall be accompanied by an executed copy of this Agreement and additional supporting documentation as follows:

- (a) An affidavit by MAC setting forth: (i) A certification that neither the petitioner nor its principals, including Wilson, has received or will receive any money or other consideration in excess of legitimate and prudent expenses in exchange for the dismissal of the Petition to Deny and Petition to Enlarge; (ii) the exact nature and amount of any consideration received or promised, that being an amount less than forty thousand dollars (\$40,000); (iii) an itemized accounting of the expenses for which it seeks reimbursement; and (iv) a statement that there is no oral agreement related to the dismissal of the Petition to Deny and Petition to Enlarge; and
- (b) An affidavit by Entercom setting forth: (i) neither the applicant nor its principals had paid or will pay money or other consideration in excess of the legitimate and prudent expenses of the petitioner in exchange for dismissing the Petition to Deny and Petition to Enlarge; and (ii) a statement that there is no oral agreement related to the dismissal of the Petition to Deny and Petition to Enlarge.

3. **Settlement Amount.** Entercom shall reimburse MAC an amount of less than Forty Thousand Dollars (\$40,000) for MAC's legitimate and prudent expenses incurred in preparing and prosecuting its Petition to Deny the Applications, and participating in the Hearing, including preparing the Petition to Enlarge, within ten (10) business days of an order by the ALJ granting the Joint Motion, dismissing the Petition to Deny and the Petition to Enlarge, and granting Entercom's motion to dismiss the Applications and terminate the Hearing.

4. **Final Settlement.** The Parties hereto agree that this Agreement constitutes final resolution of the disputes between them, including the issues raised by MAC and Wilson in





connection with the Applications, including the Petition to Deny, the Hearing, and the Petition to Enlarge, and MAC and Wilson agree that it and she will not, directly or indirectly, raise such issues in any FCC, administrative, or court proceeding.

5. **Authorization and Binding Obligation.** The Parties hereto represent to one another that they each have the power and authority to enter into and carry out this Agreement and that this Agreement constitutes a valid and binding obligation of each of them in accordance with its terms.

6. **Notices.** All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be sent by email and by first class, certified or registered mail, return receipt requested, postage prepaid and, pending the designation of another address, addressed as follows:

If to Entercom:

Entercom License, LLC  
401 E. City Avenue, Suite 809  
Bala Cynwyd, PA 19004  
Attn: Andrew P. Sutor, IV  
Senior Vice President and General Counsel  
Andrew.Sutor@entercom.com

With copy to:

David H. Solomon, Esq.  
Wilkinson Barker Knauer, LLP  
1800 M Street, N.W., Suite 800N  
Washington, D.C. 20036  
DSolomon@wbklaw.com

If to MAC:

Media Action Center  
18125 Tyler Road  
Fiddletown, CA 95629  
Attn: Sue Wilson  
sue@mediaactioncenter.net

With copy to:

Michael Couzens, Esq.  
Law Office of Michael Couzens  
P.O. Box 3642



Oakland, CA 94609  
cuz@well.com

7. **Entire Agreement.** Except as otherwise set forth herein, this Agreement constitutes the entire understanding of the Parties, and no other consideration, action or forbearance is contemplated or relied upon by them. This Agreement may not be amended or modified except by a writing signed by both Parties.

8. **Enforcement.** Should the Parties engage in litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and costs as shall be determined by the court. The Parties recognize that this Agreement confers a unique benefit, the loss of which cannot be compensated for through monetary damages. Thus, in the event of a breach of this Agreement, the Parties acknowledge that specific performance or other equitable relief would be an appropriate remedy, and agree to waive any defense that there is an adequate remedy at law for breach of this Agreement.

9. **Assignment and Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their heirs, successors, executors, legal representatives and assigns, provided however that neither Party may voluntarily assign this Agreement without the express written consent of the other Party.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without application of conflicts of laws principles. The Parties agree to accept the jurisdiction of the courts of the State of California for the resolution of any disputes under this Agreement.

11. **Headings.** The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

12. **Counterparts.** This Agreement may be executed in one or more counterparts and shall be binding when it has been executed by each of the Parties. The Agreement shall become binding upon the exchange of facsimile signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement or have caused this Agreement to be executed on their behalf to be effective as of the date first set forth above.

ENTERCOM LICENSE, LLC

By: 

Its: Senior Vice President

Date: 2-14-17

MEDIA ACTION CENTER

By: Sue Wilson  
Its: Executive Director  
Date: 2-14-2017

**SUE WILSON**

Sue Wilson  
Date: 2-14-2017

all



DECLARATION OF SUE WILSON

I, Sue Wilson, make the following sworn declaration:

I am a principal of Media Action Center, a non-profit project (MAC). That entity and I filed a petition to deny applications for renewal of Station KDND, File Nos. BRH-20050728AUU and BRJ-20130730ANM. The Federal Communications Commission (FCC) designated the applications for hearing. MAC and I personally appeared by counsel and actively participated in the hearing.

I certify that neither MAC nor I personally submitted or advocated for our petition for any reason other than to have it determined on the merits, and specifically not for the purpose of obtaining a settlement of any kind.

Attached hereto is an itemized accounting of the expenses legitimately and prudently incurred in preparing and advocating the petition, securing legal advice and advocacy, and participating in the hearing. These expenses total \$35,137.05, which is the amount sought in settlement, in exchange for our agreeing to have the petition dismissed. I certify that neither I nor MAC or any principal of MAC will receive any money or other consideration in exchange for our agreeing to settle these claims.

There is no agreement with respect to (i) the dismissal of our petition to deny, (ii) our motion to enlarge issues, or (iii) an opposition to the termination of the hearing, other than as expressly set forth in the Joint Motion for Approval of Agreement, and the Agreement itself.

The foregoing is sworn to under the penalties for perjury provided in the laws of the United States.

Dated: 2-21-2017

Media Action Center and Sue Wilson

By:   
Sue Wilson

Sue Wilson and  
Media Action Center

ITEMIZED EXPENSES  
Petition to Deny Renewal of KDND License

2009	Travel for Trial Coverage - 14 days Sept. and Oct. Including mileage, hotel and food	\$736.99
2013	Travel for Research - Sacramento Superior Court Including mileage, food and parking	286.37
2013	Travel for attorney consultations San Jose, San Francisco and Washington DC including mileage, hotel, food, cab and parking	2,734.04
2016-7	Attorney Time and Expense for Hearing Michael Couzens	\$31,238.66
2017	Public Inspection File Mileage	\$140.99
<b>TOTAL</b>		<b>\$35, 137.05</b>

## DECLARATION OF MICHAEL COUZENS

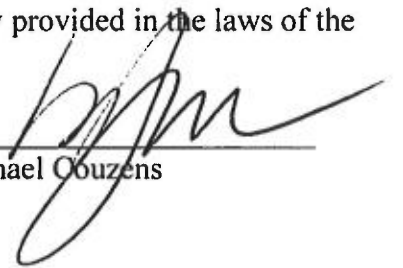
In November, 2016, I entered into an agreement to represent Sue Wilson and Media Action Center in the docketed proceeding for the KDND license renewals, MB Docket No. 16-357. Since then and through February 17, 2017, the clients have paid or incurred obligations for attorneys fees and expenses totaling \$31,238.66. All such fees and costs were in direct furtherance of my work in the hearing, and were reasonably and prudently incurred.

The foregoing is sworn to under the penalties for perjury provided in the laws of the United States.

Dated: February 21, 2017

By: \_\_\_\_\_

Michael Couzens



**SECTION 73.3588 AFFIDAVIT**

I, Michael E. Dash, Jr, hereby declare under penalty of perjury that (i) neither Entercom, LLC nor its principals have paid or will pay money or other consideration in excess of the amount identified by Media Action Center and Sue Wilson as legitimate and prudent expenses incurred by them in exchange for dismissing the Petition to Deny and Petition to Enlarge (collectively "Petitions") and (ii) there is no oral agreement related to the dismissal of the Petitions.

A handwritten signature in blue ink, appearing to read "M. E. Dash, Jr.", is written over a horizontal line.

Michael E. Dash, Jr.  
Vice President, Deputy General Counsel  
and Assistant Secretary  
Entercom License, LLC

Executed on February 22, 2017

## CERTIFICATE OF SERVICE

I, Blake A. Zanardi, hereby certify that on this 22nd day of February 2017, the foregoing Joint Motion for Approval of Agreement Pursuant to Section 73.3588 was served by email on the following persons:

Michael Carowitz  
Acting Chief, Enforcement Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554  
[Michael.Carowitz@fcc.gov](mailto:Michael.Carowitz@fcc.gov)

Pamela A. Kane  
Michael Engel  
Federal Communications Commission  
445 12th Street, S.W., Room 4-C330  
Washington, DC 20554  
[Pamela.Kane@fcc.gov](mailto:Pamela.Kane@fcc.gov)  
[Michael.Engel@fcc.gov](mailto:Michael.Engel@fcc.gov)

The Honorable Richard L. Sippel  
Chief Administrative Law Judge  
Office of Administrative Law Judges  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, DC 20554  
[Richard.Sippel@fcc.gov](mailto:Richard.Sippel@fcc.gov)

Rachel Funk  
Attorney Advisor  
Office of Administrative Law Judges  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, DC 20554  
[Rachel.Funk@fcc.gov](mailto:Rachel.Funk@fcc.gov)

Pamela Smith  
Attorney Advisor  
Office of Administrative Law Judges  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Washington DC 20554  
[Pamela.Smith@fcc.gov](mailto:Pamela.Smith@fcc.gov)

Patricia Ducksworth  
Legal Technician  
Office of Administrative Law Judges  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, DC 20554  
[Patricia.Ducksworth@fcc.gov](mailto:Patricia.Ducksworth@fcc.gov)

  
\_\_\_\_\_  
Blake A. Zanardi